## REVISED CHECKLIST EFFECTIVE APRIL 2014

Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than \$250,000, including all possible extensions; and

Any amendment to a contract (meeting the \$250,000 and over one year threshold) <u>must</u> be presented to the Fiscal Review Committee (FRC), 60 days prior to the proposed effective date, if it meets <u>any</u> of the following conditions:

- > increases or decreases the maximum liability;
- > extends or shortens the original term of the contract;
- changes the entity or name of the entity with which the state is contracting; or
- > otherwise changes an original contract or amended contract in a substantive manner.

If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.

Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:



## SUMMARY LETTER

- > Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.
- ➢ If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late. PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.



SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.

nga

APPROVED RULE EXCEPTION REQUESTS (if appropriate)

## REVISED CHECKLIST EFFECTIVE APRIL 2014

A

APPROVED OFFICE FOR INFORMATION RESOURCES (OIR), eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL ENDORSEMENT REQUESTS (if appropriate)

SPECIAL CONTRACT REQUEST

X

SUMMARY SHEET FOR CONTRACT (original or proposed)

Ma

ANY REVISED SUMMARY SHEETS

X

ORIGINAL CONTRACT

> If new non-competitive contract, actual language of the proposed contract (can be in draft form if necessary).

Wa

SUMMARY SHEET FOR EACH PRIOR AMENDMENT

rela

ALL PRIOR EXECUTED AMENDMENTS

Ma

REQUEST FORM and SUMMARY SHEET FOR PROPOSED AMENDMENT

> If new amendment, actual language of the proposed amendment (can be in draft form if necessary).

nta

COPY OF PERFORMANCE BOND IF REQUIRED IN THE CONTRACT (if performance bond must be renewed each year, a copy of the renewal)

ma

ANY ADDITIONAL SUPPORTING DOCUMENTS

FULLY EXECUTED COPY OF FINAL DOCUMENT IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT

FRC STAFF COMMITTEE CONTACT INFORMATION:

Leni Chick, Contract & Audit Coordinator 8<sup>th</sup> Floor, Rachel Jackson Building (615) 253-2048 (direct) (615) 741-2564 (main line for FRC) (E-mail address: leni.chick@capitol.tn.gov

http://www.capitol.tn.gov/joint/committees/fiscal-review



## STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

#### **COMMISSIONER'S OFFICE**

SUITE 700, JAMES K. POLK BUILDING 505 DEADERICK STREET NASHVILLE, TENNESSEE 37243-1402 (615) 741-2848

JOHN C. SCHROER COMMISSIONER BILL HASLAM GOVERNOR

April 9, 2018

Fiscal Review Committee 8th Floor, Rachel Jackson Bldg. 320 Sixth Avenue North Nashville, TN 37243

RE:

University of Tennessee Contract

Graduate Degree Courses via distance learning in Civil and Environmental Engineering

### Committee,

The referenced contract provides for Graduate Degree Courses via distance learning in Civil and Environmental Engineering for the Tennessee Department of Transportation. The Contractor was approved to be selected via Sole Source method. The purpose of this contract is to provide these courses on-line for our transportation engineers to obtain their Masters Degree.

This package contains the following materials as required by your office:

- 1. Supplemental Documentation required by the Fiscal Review Committee.
- 2. A copy of the proposed Special Contract Request for a Sole Source Contract.
- 3. A copy of the proposed F&A Summary Sheet
- 4. A copy of the proposed Sole Source Contract to be executed by the University of Tennessee and the Department of Transportation
- 5. A copy of the Human Resources approval.

Please advise if you have any questions or comments.

Sincerely,

John C. Schroer Commissioner

# $\frac{Supplemental\ Documentation\ Required\ for}{Fiscal\ Review\ Committee}$

*Contact	Name:	Victoria Hassinger		*Contact Phone:	615-532-4508	
*Presenter's Joe Galbato, Brian name(s):		an Carrol	l and Delaine Linvill	e		
Edison Co Number: (if app	ntract			RFS Number		
*Origi	inal or	July 1, 2018		*Current or		
Proposed Co				Proposed End Date		
	Date:	J t NI	ma b anu	N/A	•	
Current Re	quest A	mendment Nu	mber: licable)	IN/A		
Proposed	Amend	ment Effective		N/a		
TToposcu	2 Miletia	(if app	licable)	,		
	*Dep	artment Submi		Department of Tr	ansportation	
			vision:	Human Resources	Division	
		*Date Subm	itted:	April 18, 2018		
*Submi	tted Wi	ithin Sixty (60)	days:	Yes		
If not, ex				N/A		
	*Cor	ntract Vendor N		University of Tennessee		
*Current or Pr	oposed	Maximum Lial	bility:	\$1,500,000.00		
		nd for Commo				
*Current or Pro				Fiscal Year:		
				ract Summary Sh	ieet)	
FY: 2019	FY:	FY:	F	FY FY	FY	
\$ 1,500,000.00	\$	\$	\$	\$	\$	
*Current Total (attach backup o				of Contract:		1
FY:	FY:	FY:	FY	T: FY	FY	
\$	\$	\$	\$	\$	\$	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A				
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A				

# $\frac{Supplemental\ Documentation\ Required\ for}{Fiscal\ Review\ Committee}$

*Contract Funding Source/Amount:					
State: \$1,500,000.00			Federal: N/A		
Interdepartmental: N/A		Other: N/A		N/A	
If "other" please define		N/A			
If "interdepartmental"	please define:	N/A			
Dates of All Previous a or Revisions: (if a		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)			
N/A		N/A			
Method of Origina	plicable)	Sole Source			
*What were the projected costs of service for the entire term of the comprior to contract average How was this cost determined.				urrent tuition rates umber of participants	
*List number of other potential vendors who could provide this good or service efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State				Tennessee is the only offering a Masters Degree ng online.	



## **MEMO**

TO:

**Director of Sourcing** 

Staff Attorney - Sourcing

FROM:

Jennifer Nickoloff, Sourcing Specialist

DATE:

April 5, 2018

SUBJECT:

**Recommendation of Special Contract Sole Source Request** 

Tracking #: cy18-10719

The Tennessee Department of Transportation (TDOT) is requesting special contract request approval of a Sole Source Contract.

TDOT Human Resources Division is request a Sole Source Contract with The University of Tennessee. The purpose of this contract is for Civil Engineering classes via distance learning. The University of Tennessee is the only Tennessee school that offers Master Degree in Civil Engineering online.

I, Jennifer Nickoloff, recommend the approval of this Sole Source Contract.

Chris Salita Objitally signed by Chris Salita Phic conclini Salita and Chris Salita Chris Chris Salita Chris Chris Salita Chris Chris Salita Chris Salita Chris Chris Salita Chris Chris Salita Chris Chris Salita Chris Salita Chris Chri

**Director of Sourcing** 

Date

Kevin C. Bartels

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date 2018 04 05 14 08-52 JOSTOT

**Staff Attorney - Sourcing** 

Date

## **Special Contract Request**

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file In PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED		APPROVED	
Michael F.	Digitally signed by Michael F. Perry-CS DN: cn=Michael F. Perry-CS, o=CPO, ou=32101, email=Chris.Salita@tn.gov, c=US Date: 2018.04.09 13:26:17 -05'00'	COT Approval NOT Required	
CHIEF PROCUREMENT OFFIC	ER DATE	COMPTROLLER OF THE TREASURY	DATE

Re	quest Tracking #	40100-11018
1.	Contracting Agency	Department of Transportation, (TDOT), Human Resources Division
2.	Type of Contract or Procurement Method	No Cost   Revenue   Sole Source   Proprietary   Competitive Negotiation   Other
3.	Requestor Contact Information	Victoria Hassinger, 615-532-3508, <u>Victoria.hassinger@tn.gov</u>
4.	Brief Goods or Services Caption	Graduate Degree courses via distance learning in area of Civil Engineering
5.	Description of the Goods or Services to be Acquired	Civil Engineering classes
6.	Proposed Contractor	University of Tennessee
7.	Name & Address of the Contractor's principal owner(s)  – NOT required for a TN state education institution	N/A
8.	Proposed Contract Period — with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months
9.	Strategic Technology Solutions ("STS") Pre-Approval Endorsement Request – Information technology (N/A to THDA)	Not Applicable Attached
10.	eHealth Pre-Approval Endorsement Request  - health-related professional, pharmaceutical, laboratory, or imaging	Not Applicable Attached

Basinas Tracking #		40100-11018
Request Tracking #		40100-11016
11. Human Resources Pre-Approval E – state employee training	indorsement Request	Not Applicable Attached
12. Are these goods or services curre statewide contract? If YES, pleas statewide contract is not being us	e explain why the current	⊠ NO ☐ YES,
13. Maximum Contract Cost – with ALL	options to extend exercised	\$ 1,500,000.00
14. Was there an initial government eamount?	stimate? If so, what	⊠ NO ☐ YES, \$
15. Cost Determination Used- How did expected costs?	agency arrive at the estimate of	Prices were estimated using historical tuition costs combined with average tuition increases over the past 5 years.
16. Explanation of Fair and Reasonab determined that price is fair and reasona		The hourly price listed in the contract coincides with the University of Tennessee's distance education tuition prices for a graduate degree.
17. Documentation of Discussions wit document discussions with Contractor? request as applicable.	th Contractor- How did agency Attach documentation to this	
18. Explanation of Need for or require acquire the goods or services	ment placed on the State to	The Department of Transportation is composed of a large number of civil Engineers. TDOT has determined that Civil Engineers with a Master's Degree would be able to easily accomplish the more sophisticated duties needed for our road projects. The Professional Engineering License (PE) is essential and critical to TDOT because Federal laws dictate that only licensed engineers with a PE will be able to validate certain documents for projects.
19. Proposed contract impact on curre	ent State operations	It will ensure that TDOT is in compliance with Federal guidelines for validating projects and will increase productivity.
20. Justification – Specifically explain why be acquired through the procurement me	y the goods or services should thod or contract type selected.	The University of Tennessee is only university to offer Masters Degree in Civil Engineering on line.
For N	o Cost and Revenue Contrac	
21. What costs will the State incur as any, please explain.	a result of this contract? If	
22. What is the total estimated revenu receive as a result of this contract		
23. Could the State also contract with entering substantially the same ag		☐ NO ☐ YES
24. Summary of State responsibilities	under proposed contract	

Request Tracking #	40100-11018				
For Sole Source and Proprietary Procurements Only					
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	The University of Tennessee has a Civil Engineering Department that focuses on the needs of transportation learning. They have developed the technology that allows the students to be in real time classrooms.				
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	NO XYES,  Method: Non-Compete  Name/Address: University of Tennessee  Current Edison #36162				
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Cost of classes coincides with distance education tuition prices for a graduate degree.				
Signature Required for all Special Cont	tract Requests				
Signature of Agency head or authorized designee, title of signatory, and her own name if indicated on the Signature Certification and Authorization designature:	d date (the authorized designee may sign his or ocument)  MAR 1,5 2018  Date:				



## INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or

Board of Regents colleges and universities)

1796	7790						
Begin Da	ite	End Date		Agency Tra	acking #	Edison ID	
	7-1-18	•	6-30-23	40100-11018		58051	
Contract	ing State Agen	cy Name		Edison Su	oplier ID		
Unive	ersity of Tenness	ee		2802			
CFDA#	CFDA #						
Service (	Caption						
Provid	e Graduate Deg	ree Courses via	a distanc	e learning in	Civil and Envir	onmental Engineering	
Funding	_						
FY	State	Federal	Interde	partmental	Other	TOTAL Agreement Amount	
2019	\$1,500,000.00					\$1,500,000.00	
TOTAL:	\$1,500,000.00					\$1,500,000.00	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO US	E - IA		
Speed Chart (optional)  Account Code (optional)							

Address: Main, 01

Category: 86111503; Department: 4026230000

## INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION & UNIVERSITY OF TENNESSEE

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Department of Transportation hereinafter referred to as the "Procuring State Agency" and University of Tennessee, hereinafter referred to as the "Contracting State Agency," is for the provision of Graduate Degree Courses via distance learning in Civil and Environmental Engineering, as further defined in the "Scope of Services."

#### A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. The Contractor shall provide Graduate degree courses via distance learning to personnel of the State. These courses shall be provided by the Civil and Environmental Engineering Department. Required courses are described in Exhibit A.
- A.3. The Contractor agrees to conduct the technical courses. The dates and time will be at the Contractor's discretion. Class titles may include, but are not limited to, the following areas:
  - CE 530 Advance Soil Mechanics and Slope Stability
  - CE 535 Advanced Foundations and Retaining Structures
  - CE 558 Transportation Planning Models
  - CE 559 Transportation Safety
  - CE 531 Soil Stabilization
  - CE 552 Traffic Engineering Operations
  - CE 561 Finite Elements Applications in Structural Engineering
  - CE 565 Structural Dynamics
  - CE 571 Behavior of Steel Structures
  - CE 573 Pre-stressed Concrete
  - CE 582 Construction Scheduling
  - CE 595 Contemporary Issues in Transportation Systems Engineering
  - CE 595 Soils Slope Stability Analysis
  - ENVE 530 Urban Hydrology and Stormwater Engineering
- A.4. The Contractor agrees to offer the following core classes a minimum of once every two years. Dates and times will be at the Contractor's discretion.
  - CE 522 Mix Design for Asphalt & Portland-Concrete Concrete OR CE 521 Pavement Design
  - CE 551 Traffic Engineering Characteristics
  - CE 553 Geometric Design and Layout of Roadways and Community Facilities
  - CE 574 Behavior of Reinforced Concrete Members
  - CE 581 Construction Estimating
  - ENVE 525 Soil Erosion and Sediment Control
- A.5. The Contractor will provide the State's participants access to classrooms via distance learning systems. The Office of University Outreach and Continuing Education will provide access to twenty-five students (or more at the discretion of the Contractor) in real time internet connection to each class. Access to all State personnel and or their representatives will be an ongoing responsibility of the Contractor.

- A.6. The Contractor will provide each of the State's participants their final class grades in a timely manner not to exceed two weeks of the final class date.
- A.7. The Contractor will not penalize the State's participants for the Contractor's or State's failure to resolve billing issues in a timely manner with holds on registration for upcoming semester enrollments or graduation from this program.
- A.8. The Contractor will work with the State to host/provide an informational session, on a yearly basis, for participates and potential participates.
- A.9. The Contractor agrees to offer at a minimum four (4) course per semester, excluding summer. In the event that a course has an enrollment of five (5) students or less, the Contractor has the option to withdraw the course.

#### B. TERM OF AGREEMENT:

This Agreement shall be effective on July 1, 2018 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.

## C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed One Million Five Hundred Thousand dollars and no cents (\$1,500,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.
- C.2. <u>Compensation Firm</u>. The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.
  - a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

O in - D orieties	Amount
Service Description	(per compensable increment)

Per Student Per Class Per Semester
------------------------------------

C.4. <u>Travel Compensation</u>. Compensation to the Contracting State Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contracting State Agency must provide a complete itemization of travel compensation requested in accordance with and attach documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. <u>Modification and Amendment</u>. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. <u>Termination for Convenience</u>. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. <u>Subject to Funds Availability</u>. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. <u>Completeness</u>. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.

D.6. <u>Communications and Contacts.</u> All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:
Tennessee Department of Transportation
Human Resources Division
Paige Harris
505 Deaderick, Suite 400
James K. Polk Building
Nashville, TN 37243
Paige.Harris@tn.gov
Telephone # 615-532-5514

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

The Contracting State Agency:University of Tennessee Civil and Environmental Engineering Department Chris Cox 851 Neyland Drive 325 John D. Tickle Building Knoxville TN 37996 Telephone # 865-974-2503 Fax # 865-974-2669

IN WITNESS WHEREOF,

**UNIVERSITY OF TENNESSEE** 

CONTRACTING STATE AGENCY'S SIGNATURE	DATE
PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)	
Approved as to Form and Legality:	
	DATE
DEPARTMENT OF TRANSPORTATION	
PROCURING STATE AGENCY SIGNATURE	DATE
JOHN C. SCHROER, COMMISSIONER	



## HR Pre-Approval Endorsement Request E-Mail Transmittal

TO:

Department of Human Resources

E-mail: DOHR. Contracts@tn.gov

FROM:

Victoria Hassinger

E-mail: Victoria.hassinger@tn.gov

DATE:

March 6, 2018

RE:

Request for Human Resources Pre-Approval Endorsement

Applicable RFS # 40100-11018 UT Civil Engineering Contract for TDOT HR

Human Resources Endorsement Signature & Date:

Publica R. Huster, QF 3/8/18

Department of Human Resources

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, et cetera). This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Transportation, Human Resources		
Agency Contact (name, phone, e-mail)	Victoria.hassinger@tn.gov		
Attachments Supporting Request (as applicable – copies without signatures acceptable)  Solicitation Document Special Contract Request Amendment Request Proposed contract or amendment			
Subject HR Service Description (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)			
Provide Graduate Degree Courses via distance learning in Civil and Environmental Engineering			